



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 21, 2005

The Honorable Board of Supervisors
County of Los Angeles
500 West Temple Street
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**CITY-COUNTY MUNICIPAL LAW ENFORCEMENT AGREEMENT BETWEEN THE
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND THE CITY OF
HAWTHORNE
(SECOND DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign a law enforcement services agreement with the City of Hawthorne, to continue providing a lieutenant to assist in the management and oversight of the Los Angeles Clearinghouse War Room. This operation is staffed by the lieutenant and 33 non-sworn personnel, with the lieutenant's role to include the development of policies and procedures to ensure officer safety and to maximize information sharing utilizing the Statewide Integrated Narcotics System (SINS) technology, at an estimated cost of \$180,725. This position will be fully funded by the City of Hawthorne, for the period of July 1, 2005, through June 30, 2010.
2. Delegate authority to the Sheriff to execute any subsequent amendments to the agreement that do not create a net County cost of providing the service.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Los Angeles County Sheriff's Department to provide law enforcement services to the City of Hawthorne through June 30, 2010.

A Tradition of Service

The City of Hawthorne has requested the Sheriff's Department to provide a lieutenant to manage the operations of a 24-hour War Room and Intelligence Watch Center staffed by 33 non-sworn personnel. The lieutenant's role includes the development of policies and procedures to ensure officer safety and maximize information sharing utilizing the SINS technology (SINS tracks law enforcement operations and suspect activities, with a clear focus on maximizing officer safety). The lieutenant's role also includes maintaining the overall management responsibility for personnel, budget, and War Room security. Approximately 133 police agencies participate and utilize the services of the Clearinghouse War Room.

Implementation of Strategic Plan Goals

This agreement relates to Strategic Goal #4, Fiscal Responsibility. The agreement extends an existing contract with the City of Hawthorne to provide a lieutenant to assist in the management and oversight of the Los Angeles Clearinghouse War Room. The City of Hawthorne will fully reimburse the Sheriff's Department for all costs incurred.

FISCAL IMPACT/FINANCING

There is no net County cost to this agreement. The City of Hawthorne shall pay the Sheriff's Department for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller, in accordance with Section 51350 of the California Government Code, for each fiscal year. The estimated cost, not exceeding \$180,725, will offset the cost of implementing the agreement and providing the service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current City-County Municipal Law Enforcement Services Agreement with the City of Hawthorne expires on June 30, 2005. The new contract will become effective July 1, 2005, and will expire June 30, 2010.

This agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

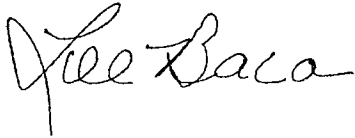
There is no anticipated impact on current law enforcement services.

The Honorable Board of Supervisors
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CONCLUSION

Upon approval by the Board of Supervisors, the Executive Office is requested to return five (5) copies of the Board-adopted letter to the Sheriff's Department's Contract Law Enforcement Bureau, Captain Edward F. Rogner.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES CONTRACT ANALYSIS

April 21, 2005

Name of Entity: City of HawthorneIncorporated City ☒ Other Agency ☐

1. Description of Services to be provided: This is a contract renewal to provide Law Enforcement Services to the City of Hawthorne, to assist in the management of the Los Angeles Clearinghouse War Room.

2. Required Resources:

Description	#	Item Cost	Total Cost
Lieutenant	1	\$180,725.00	\$180,725.00

Start-Up:

Not Applicable (Contract Renewal)

Personnel:

The service item provided is a lieutenant. The indicated rate was determined by the Auditor-Controller's Office pursuant to Section 51350 of the California Government Code and Board of Supervisor's Policy.

TOTAL REQUIRED RESOURCES

IS AN APPROPRIATION ADJUSTMENT REQUIRED? YES _____ NO X

3. Briefly describe the short and long-term sources of the staffing for the proposed renewal contract (e.g. overtime, new hires, transfers, ect.): The approval of the 2005-2010 City-County Municipal Law Enforcement Agreement with the City of Hawthorne will not have any affect on short and long term resources of the Sheriff's Department. The Los Angeles Clearinghouse War Room contract has been in existence approximately 15 years and the City of Hawthorne is currently staffed with the necessary personnel required to continue services with the city.

4. Briefly describe how the proposed contract and new staffing requirements will impact current unincorporated area services: The approval of the 2005-2010 City-County Municipal Law Enforcement Agreement with the City of Hawthorne is not expected to have any impact on the resources provided to the unincorporated patrol areas since services will continue as currently contracted.

Contact: Edward F. Rogner, Captain
Name and TitlePhone: (323) 526-5737

APPROVAL SIGNATURES:

Maxine Dune 5-10-05
AUDITOR-CONTROLLER'S OFFICE / DateEdward F. Rogner 5/13/05
CHIEF ADMINISTRATIVE OFFICE / Date

**CONTRACT
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
& THE CITY OF HAWTHORNE**

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CITY-COUNTY
MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, May 31, 2005, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF HAWTHORNE, hereinafter referred to as "City".

RECITALS:

- (a) The City is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide supplemental law enforcement services to the City to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

2.1 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.

- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 With regard to sections 2.1 and 2.2, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 Services performed hereunder and specifically requested by the City will consist of a dedicated lieutenant to supervise and manage the War Room and Intelligence Watch Center of the Los Angeles County Regional Criminal Information Clearinghouse (L.A. Clearing House).
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County.
- 2.6 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County Officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this agreement and is a municipal function.
- 2.7 The contracting City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

3.1 The County and City agree to indemnify, defend and save harmless each other, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the indemnitor's operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the City by any person pursuant to this agreement.

4.0 TERM OF CONTRACT

4.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2005 and shall remain in effect until June 30, 2010.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this agreement with or without cause by giving not less than sixty (60) days advanced written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services for any special event with only ten days notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 CONTRACT SUM

6.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.

6.2 For and in consideration of the rendition of the law enforcement services to be performed by the County for the City under the contract, the City agrees it will pay the County for said services at the hourly rates established each Fiscal Year by the County Auditor-Controller. For the Fiscal Year 2005 - 2006, the hourly rates are as follows:

<u>CLASSIFICATION</u>	<u>YEARLY RATE</u>
Deputy Sheriff - Lieutenant	\$180,725.00

The rate depicted above is developed by the County Auditor-Controller to reflect the County's actual costs in the compensation the administration of workers' compensation benefits and overhead of the County attributable to the provision of services pursuant to this agreement.

6.3 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form (Attachment A).

6.4 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.

6.5 Should the City request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the City and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum. The most recent dated and signed SH-AD 575 Deployment of Personnel attached to this contract shall be the staffing level in effect between the County and the City.

6.6 The rates indicated in the SH-AD 575, Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

6.7 The City shall be billed based on the service level provided within the parameters of the SH-AD 575, Deployment of Personnel form.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff of the County of Los Angeles, shall render to said City, a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 10 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

8.0 ENTIRE AGREEMENT

8.1 This Agreement constitutes the complete and exclusive statement of the parties, which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
& THE CITY OF HAWTHORNE**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chairperson, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

CITY OF HAWTHORNE

By _____
CITY OF HAWTHORNE

ATTEST:
By _____
City Clerk
By _____
Asst City Attorney

APPROVED AS TO FORM:

RAYMOND G. FORTNER Jr.
County Counsel

Senior Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

Service Level Authorization

CITY: Hawthorne

FISCAL YEAR: 2005-2006 EFFECTIVE DATE: 1-Jul-05

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED		CONTRACT LAW USE ONLY
		NEW	PREVIOUS	
342	SHERIFF SERVICE UNIT			
	Lieutenant	1.0000	1.0000	0.0000

